

**A SUBSTITUTE RESOLUTION**

**08-R-1475**

**BY CITY UTILITIES COMMITTEE**

**AUTHORIZING THE MAYOR TO EXECUTE A LUMP SUM UTILITY AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND RELOCATION OF FACILITIES IN CONFLICT WITH HIGHWAY CONSTRUCTION FOR PROJECT #CSSTP-0007-00(072), CLEAR SAFETY ZONE PROJECT IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS (\$75,82700); ALL CONTRACTED WORK SHALL BE CHARGED TO AND PAID FROM FUND DEPARTMENT AND ACCOUNT NUMBER: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 5999999 (PROJECTS AND GRANTS BUDGET-SUMMARY) 210296 (CLEAR ZONE SAFETY PROJECT) XXXXX (GEORGIA DEPARTMENT OF TRANSPORTATION) AND PATEO FUNDING SOURCE: 13210296/1\*\*/ 2501\*\*\*\*/5\*\*\*\*\*/COA AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta (“City”) has represented to the Georgia Department of Transportation (“GDOT”) a desire to remove and relocate facilities in conflict with highway construction for Project Number CSSTP-0007-00(072); and

**WHEREAS**, the City has represented to GDOT a desire to make traffic signal facilities adjustments for highway improvement construction; and

**WHEREAS**, GDOT has expressed a willingness to provide the funding for the traffic signal facilities adjustments with funds of GDOT and funds appropriated to GDOT by the Federal Highway Administration, under Title 23, Highways, of the Code of Federal Regulations, or a combination of funds from the above; and

**WHEREAS**, GDOT has expressed a willingness to participate by funding one hundred percent (100%) of the construction of the project as set forth in Exhibit “A” of the Agreement for this project; and

**WHEREAS**, GDOT has requested that the City fully fund this project prior to the execution of the contract agreement to accept and receive the reimbursement of grant funds from GDOT for the project as set forth in Exhibit “A” of the Agreement.

**NOW, THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA**, that the Mayor is authorized to execute an appropriate Lump Sum Utility Agreement with GDOT for the design and construction of this project.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that this agreement will not become binding on the City and the City will incur no liability or obligation under it until has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the Georgia Department of Transportation.

**AND FINALLY BE IT FURTHER RESOLVED**, that all contracted work shall be charged to and paid from Fund Department and Account Number: 2501 (Intergovernmental Fund) 130304 (DPW Traffic Signals) 5999999 (Projects and Grants Budget-Summary) 210296 (Clear Zone Safety Project) xxxxx (Georgia Department of Transportation) and PATEO Funding Source: 13210296/1\*\*/ 2501\*\*\*\*/5\*\*\*\*\*/COA; and for other purposes.

**A RESOLUTION  
BY CITY UTILITIES COMMITTEE**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LUMP SUM UTILITY AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND RELOCATION OF FACILITIES IN CONFLICT WITH HIGHWAY CONSTRUCTION FOR PROJECT #CSSTP-0007-00(072), CLEAR SAFETY ZONE PROJECT, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS (\$75,82700) WITH ALL CONTRACTED WORK BEING CHARGED TO AND PAID FROM FUND DEPARTMENT AND ACCOUNT NUMBER: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 210296 (CLEAR ZONE SAFETY PROJECT) AND PATEO FUNDING SOURCE: 13210296/1\*\*/ 2501\*\*\*\*/5\*\*\*\*\*/COA; AND FOR OTHER PURPOSES.**

**WHEREAS**, the City of Atlanta ("City") has represented to the Georgia Department of Transportation ("GDOT") a desire to remove and relocate facilities in conflict with highway construction for Project Number CSSTP-0007-00(072); and

**WHEREAS**, the City has represented to GDOT a desire to make traffic signal facilities adjustments for highway improvement construction; and

**WHEREAS**, GDOT has expressed a willingness to provide the funding for the traffic signal facilities adjustments with funds of GDOT and funds appropriated to GDOT by the Federal Highway Administration, under Title 23, Highways, of the Code of Federal Regulations, or a combination of funds from the above; and

**WHEREAS**, GDOT has expressed a willingness to participate by funding one hundred percent (100%) of the construction of the project as set forth in Exhibit "A" of the Agreement for this project; and

**WHEREAS**, GDOT has requested that the City fully fund this project prior to the execution of the contract agreement to accept and receive the reimbursement of grant funds from GDOT for the project as set forth in Exhibit "A" of the Agreement.

**THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES**, that the Mayor is authorized to execute an appropriate Lump Sum Utility Agreement with GDOT for the design and construction of this project.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate Agreement for execution by the Mayor.

**BE IT FURTHER RESOLVED**, that this agreement will not become binding on the City and the City will incur no liability or obligation under it until has been approved by

the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to the Georgia Department of Transportation.

**BE IT FINALLY RESOLVED**, that all contracted work shall be charge to and paid from Fund Department and Account Number: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 210296 (CLEAR ZONE SAFETY PROJECT) AND PATEO FUNDING SOURCE: 13210296/1\*\*/2501\*\*\*\*/5\*\*\*\*\*/COA; and for other purposes.

**Part II: Legislative White Paper:** (This portion of the Legislative Request Form will be shared with City Council members and staff)

**A. To be completed by Legislative Counsel:**

**Committee of Purview:** City Utilities Committee

**Caption:** A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LUMP SUM UTILITY AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND RELOCATION OF FACILITIES IN CONFLICT WITH HIGHWAY CONSTRUCTION FOR PROJECT #CSSTP-0007-00(072), CLEAR SAFETY ZONE PROJECT, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS (\$75,82700) WITH ALL CONTRACTED WORK BEING CHARGED TO AND PAID FROM FUND DEPARTMENT AND ACCOUNT NUMBER: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 210296 (CLEAR ZONE SAFETY PROJECT) AND PATEO FUNDING SOURCE: 13210296/1\*\*/2501\*\*\*\*/5\*\*\*\*\*/COA; AND FOR OTHER PURPOSES.

**Council Meeting Date:** August 18, 2008

**Requesting Dept.:** Public Works

**B. To be completed by the department:**

**1. Please provide a summary of the purpose of this legislation (Justification Statement).**

The purpose of this legislation is to enter into an Agreement with the Georgia Department of Transportation for the purpose of receiving reimbursement of funds for the removal and relocation of facilities in conflict with highway construction for Project #CSSTP-0007-00(072), Fulton County.

**2. Please provide background information regarding this legislation.**

The Georgia Department of Transportation proposes to relocate utility facilities on a State Route making it necessary for certain adjustments to the existing traffic signal facilities within the easement.

**3. If Applicable/Known:**

(a) Contract Type (e.g. Professional Services, Construction Agreement, etc): Agreement

- (b) Source Selection:
- (c) Bids/Proposals Due:
- (d) Invitations Issued:
- (e) Number of Bids:
- (f) Proposals Received:
- (g) Bidders/Proponents:
- (h) Term of Contract:

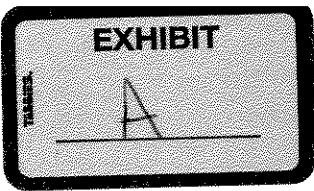
4. Fund Account Center: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 210296 (CLEAR ZONE SAFETY PROJECT) AND PATEO FUNDING SOURCE: 13210296/1\*\*/ 2501\*\*\*\*/5\*\*\*\*\*/COA

5. Source of Funds: Intergovernmental Grant Fund

6. Fiscal Impact: \$75,827.00

7. Method of Cost Recovery: Money obtained from an intergovernmental grant will be used to reimburse the cost of the project.

This Legislative Request Form Was Prepared By: Joyce Dulaney



LUMP SUM UTILITY AGREEMENT – Traffic Signals

PROJECT No.: CSSTP-0007-00(072), Fulton County  
P.I. No.: 0007072

THIS AGREEMENT, made this \_\_\_\_\_, by and between the Department of Transportation, an agency of the State of Georgia, hereinafter called the DEPARTMENT, first party, and City of Atlanta hereinafter called the COMPANY, second party;

**WITNESSETH:**

WHEREAS, the DEPARTMENT proposes under the above numbered project to relocate utility facilities away from the travel way of State Route 9 from Peachtree Way to Honour Avenue in Fulton County, Georgia with its funds or with funds apportioned to the State by the Federal Highway Administration under Title 23, Highways, of the Code of Federal Regulations (CFR); and

WHEREAS, due to the construction of this project, it has become necessary to make certain adjustments to the existing traffic signal facilities of the COMPANY in accordance with the attached estimate for \$75,827.00, which was prepared by the COMPANY in compliance with Title 23, Highways, of the Code of Federal Regulations (CFR), Chapter I, Subchapter G, Part 645, Subparts A and B and is hereto made a part of this Agreement; and

WHEREAS, said construction being the location and improvement of said road and the COMPANY having its facilities presently located within the limits of existing streets and roads intersecting herewith, or upon an easement with rights to install, operate and maintain such facilities on the rights-of-way thereof which were acquired prior to the acquisition of such rights-of-way by the DEPARTMENT; and

WHEREAS, the location of said presently existing facilities and the proposed new location of such facilities are shown on the highway construction plans for this project, a copy of said plans in pertinent part being attached hereto, it is desired that the COMPANY adjust its facilities within the existing easement or move to the new location as shown on said plans and relinquish such existing easement rights as it may have on the present location and accept in lieu thereof the easement rights hereinafter stated.

NOW THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter set forth, it is agreed:

1. It is specifically understood that the project number shown above is for the DEPARTMENT'S identification purposes only and may be subject to change by the DEPARTMENT. In the event it becomes necessary for the DEPARTMENT to assign a different project number, the DEPARTMENT shall notify the COMPANY of the new project designation. Such change in project designation shall have no effect whatsoever on any of the other terms of this Agreement.

LUMP SUM UTILITY AGREEMENT – Traffic Signals

2. The COMPANY relinquishes and grants to the DEPARTMENT all its existing property interest at the present locations within the required highway right-of-way and construction easements as shown on the attached highway plans and grants to the DEPARTMENT the right to construct, operate and maintain the above referenced highway across the COMPANY'S right-of-way or easement under the terms and conditions as herein stated.

3. The DEPARTMENT agrees to obtain all necessary rights from the owners of the lands crossed by the COMPANY'S right-of-way or easement located within the limits of the required right-of-way and construction easements acquired by the DEPARTMENT. Comparable pre-existing ingress and egress to COMPANY property rights and facilities will be provided to the COMPANY at DEPARTMENT expense. COMPANY retains fully adequate right of ingress and egress to COMPANY property rights and facilities over the property which is the subject of the highway construction project contemplated herein.

4. The COMPANY retains the right to operate and maintain existing facilities and to install, operate and maintain new facilities as required, except that the future installation, operation and maintenance of the COMPANY'S facilities shall be in accordance with the current edition of the Utility Accommodation Policy and Standards Manual issued by the DEPARTMENT and Title 23 of the CFR, Chapter I, Subchapter G, Part 645, Subparts A and B. It is agreed that the COMPANY has the right now and in the future to install, operate and maintain its facilities over that portion of said highway within the required right-of-way and construction easements. If necessary to adjust such facilities on future construction and maintenance work, then the cost of the subsequent adjustment shall be eligible for reimbursement in the same manner as the initial adjustment expense covered by this Agreement.

5. The COMPANY shall make such changes to its facilities as may be necessary to permit the construction of the project and as may be required by the DEPARTMENT.

6. The COMPANY shall submit a lump sum bill in the exact amount of **\$75,827.00** when the work contemplated under the attached estimate has been satisfactorily completed.

7. The DEPARTMENT shall make a final payment of such lump sum bill promptly upon receipt and verification thereof which shall be a complete satisfaction of liability of the DEPARTMENT hereunder.

8. The DEPARTMENT shall not be liable for payment of any bill received more than twelve (12) months after all work under this Agreement is completed unless the COMPANY and DEPARTMENT have agreed in advance to an extension of the billing period in writing. Unless an extension of the billing period has been agreed, the DEPARTMENT may consider payment made up to one year following completion of the work to be final.



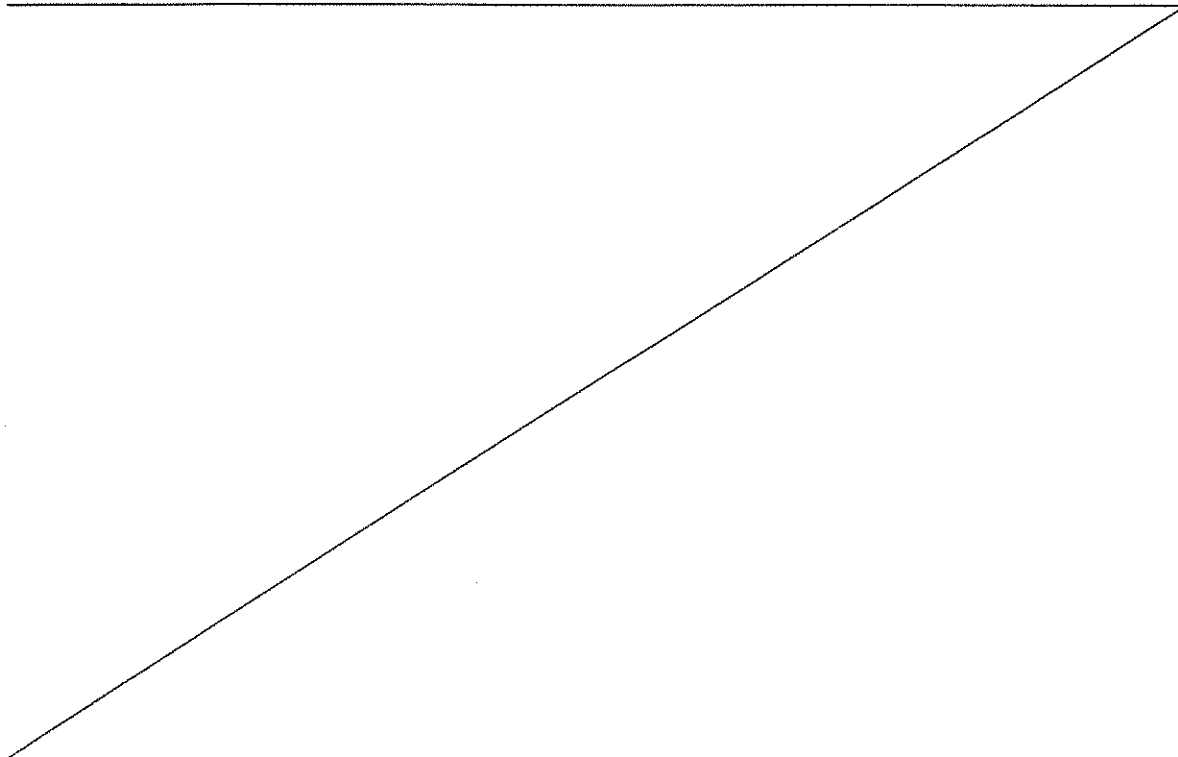
LUMP SUM UTILITY AGREEMENT – Traffic Signals

9. The Certificate of Eligibility for reimbursement prepared by the COMPANY, attached hereto and made a part hereof, is the basis for participation of DEPARTMENT funds in the cost of the adjustment of the utility facilities covered by this Agreement.

10. The COMPANY shall be responsible for providing signing and other traffic control measures during construction in accordance with the Manual on Uniform Traffic Control Devices, current edition, and as required by the DEPARTMENT'S engineer.

11. The DEPARTMENT agrees to notify the COMPANY when the highway construction contract is awarded and furnish the name of the contractor who will perform the highway work. The COMPANY agrees to plan with the DEPARTMENT'S contractor a schedule of operations which will clearly set forth at which stage of the contractor's operations the COMPANY will be required to perform its relocation and adjustment work.

12. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon the parties hereto unless such amendment is in writing and executed by both parties hereto. The provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their legal representatives, successors and assigns. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. This Agreement shall be construed and interpreted under the laws of the State of Georgia. Except as otherwise provided herein, all rights, powers and privileges conferred hereunder upon the parties shall be cumulative but not restrictive to those given by law.



LUMP SUM UTILITY AGREEMENT – Telecommunications

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative the day and date hereinabove written.

WITNESS AS TO SECOND PARTY:

CITY OF ATLANTA

BY: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NOTARY PUBLIC (SEAL)

BY: \_\_\_\_\_

TITLE:

\*\*\*\*\*  
FEIN \_\_\_\_\_  
\*\*\*\*\*

ATTEST:

(ATTACH CERTIFICATION BY ASSISTANT SECRETARY and AFFIX CORPORATE SEAL)

RECOMMENDED:

BY: \_\_\_\_\_

STATE UTILITIES ENGINEER

ACCEPTED:

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

COMMISSIONER

PROJECT No.: CSSTP-0007-00(072)

COUNTY: Fulton

P.I. No.: 0007072

DATE: March 1, 2005 MJB

WITNESS AS TO THE DEPARTMENT:

Signed, sealed and delivered this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_,

in the presence of:

BY: \_\_\_\_\_

WITNESS

BY: \_\_\_\_\_

NOTARY PUBLIC

(OFFICIAL SEAL OF THE DEPARTMENT)

I attest that the seal imprinted herein is the Official Seal of the DEPARTMENT.

BY: \_\_\_\_\_

TREASURER

(OFFICIAL CUSTODIAN OF THE SEAL)

PROPOSAL AND ESTIMATE TO SUPPORT AGREEMENT FOR REMOVAL AND RELOCATION  
OF FACILITIES IN CONFLICT WITH HIGHWAY CONSTRUCTION

I. Company: City of Atlanta  
(Name)  
55 Trinty Avenue, SW, Suite 4900, Atlanta, Georgia 30303  
(Address)

Estimate Prepared By: John Yang

II. Project No: CSSTP-0007-00(072) County: FULTON

III. D.O.T. Project Location & Description – PI #: 0007072

IV. Method of Accounting: [Section 645.113f and Section 645.117, 23 CFR 645A]

- ☐ Work Order Accounting Procedure prescribed by regulatory body.
- ☐ Established accounting procedure approved by State and FHWA.
- ☒ Agreed Lump Sum
- ☐ Other (Including use of DOT 465)

This estimate has been prepared by the Company in accordance with Title 23 of the Code of Federal Regulations (CFR), Chapter I, Subchapter G, Part 645, Subpart A, to Support a Force Account Agreement between the Company and the Department. The work will be performed and the costs accounted for in accordance with the methods described herein. Costs will be recorded as provided in Section 645.113f or Section 645.117, 23 CFR 645A. Equipment rental rates, salvage credit, accrued depreciation credit (expired service life) and betterment credit have been given due consideration and proper explanations have been noted in the Estimate where applicable and as provided by 23 CFR 645A. Claim for reimbursement of costs shown in this Estimate is based on the attached Certificate of Eligibility for Reimbursement, which is made a part hereof.

\_\_\_\_\_  
(Authorized Company Representative)

\_\_\_\_\_  
(Date)

## DETAILED COST ESTIMATE

## V. PRELIMINARY ENGINEERING [Section 645.109, 23 CFR 645A]

A. Preliminary Engineering authorized on this project by Department of

Transportation letter dated: Feb 17, 2006

B. Plans and Estimate prepared by:

☒ Forces of this Company☐ Consultant: \_\_\_\_\_

(Name)

\_\_\_\_\_  
(Address)

Effective Date of Contract if Continuous Contractor:

Approval of Consultant given by Department of Transportation letter

Dated: N/A Amount: 0.0( ) The Certificate of Consultant Form is attached to the  
Consultant's Estimate of Engineering Services.

## C. Detail of Preliminary Engineering Costs

(1)	Classification	Total Rate	Hours	Totals
	<u>N/A</u>	_____	_____	<u>0.0</u>
	_____	_____	_____	_____
	Cost of Labor			\$ <u>0.0</u>
(2)	Equipment and Mileage			
	<u>N/A</u>	_____	_____	<u>0.0</u>
	_____	_____	_____	_____
(3)	Other Expenses			
	<u>N/A</u>	_____	_____	<u>0.0</u>
	_____	_____	_____	_____
(4)	Fixed Fee (Applicable to outside forces only)			\$ <u>0.0</u>
TOTAL PRELIMINARY ENGINEERING				\$ <u>0.0</u>

## VI. RIGHT OF WAY ACQUISITION [Section 645.111, 23 CFR 645A]

- A. ☒ Replacement R/W or Easements are not required for adjustment of utilities facilities on this project.
- B. ☐ Replacement R/W shown on the plans will be acquired by the Department. (Separate written request must be furnished)
- C. ☐ Replacement R/W or Easements shown on the plans will be acquired by the Company. This involves the following Costs:

(1) Appraisal and Negotiation Costs – SEE EXHIBIT A \$ 0.0

(2) Recording Costs \$ 0.0

(3) R/W or Easement Costs \$ 0.0

TOTAL COST OF RIGHT OF WAY ACQUISITION \$ 0.0

## VII. CONSTRUCTION [Section 645.115 and Section 645.117, 23 CFR 645A]

## A. Description of Proposed Utility Work

Relocate existing traffic signals to newly relocated poles. Cut in new traffic loops in pavement. Set

Set three (3) new steel poles in locations which utility poles not available and transfer interconnect

signal cable.

## B. The Company will perform the work provided for in this Estimate by the following method:(Check each method that applies) [Section 645.115, 23 CFR 645A]

- ☐ (1) BY COMPANY'S REGULAR FORCES: The Company proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its Agreement with such employees.
- ☐ (2) BY CONTRACT: The Company does not have adequate staff or equipment to perform the necessary work with its own forces, therefore, the Company (subject to approval of the Department and FHWA) proposes to contract the work covered by this estimate in accordance with the provisions of Section 645.115(a), 23 CFR 645A. The items of work to be accomplished by contract bids from a list of qualified contractors rather than through advertising in a publication, the names and addresses of these contractors so circularized shall be noted on the estimate or furnished to the Department in advance of the Company's solicitation of bids.

NAME

ADDRESS

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- VII. B. ☒ (3) BY EXISTING WRITTEN CONTINUING CONTRACT  
 [Section 645.155(a), 23 CFR 645A]: Subject to the approval of the Department and the FHWA, the Company proposes to use an existing continuing contract under which certain work as shown by the Company's estimate is regularly performed for the Company and under which the lowest available costs are developed. The name of the contractor or contractors are listed in the Company's estimate.

<u>NAME</u>	<u>ADDRESS</u>
Wright-Brown Electric Company, Inc.	1111 Hank Aaron Drive, Atlanta, Georgia 30303
Continuous Contractor Effective: June 15, 2007	

C. Detail of Construction Costs

(1) Labor [Section 645.117, 23 CFR 645A]

CLASSIFICATION	HOURS (UNITS)	RATE (UNIT COST)	TEMPORARY	PERMANENT
Electrician	590	28	\$	\$ 16,520
Electrician Apprentice	465	15	\$	\$ 6975
Laborer	545	12	\$	\$ 6540
Fiber Technician	65	28	\$	\$ 1820
			\$	\$
				\$
			Total	\$ 31,855

(2) Additives (Labor)

Payroll Taxes	2,436.91
Workers Comp	1,522.67
Benefits	11,149.25
Overhead	9,556.50
Profit	4,981.67

TOTAL ADDITIVES COST \$ 29,647

(3) Engineering Services by Consultants

(If Required on construction) (See Scope of Work) \$ N/A

TOTAL CONSTRUCTION LABOR COSTS \$ 61,502

## VII. C. (4) Materials [Section 645.117(e), 23 CFR 645A] Materials to be furnished by

(a)	<u>Kind</u>	<u>Units</u>	<u>Unit Price</u>	<u>Temporary</u>	<u>Permanent</u>
	<u>Strand Wire 3/8"</u>	<u>500</u>	<u>\$ 4</u>	<u>\$</u>	<u>\$ 2,000</u>
	<u>2" Rigid Riser</u>	<u>7</u>	<u>\$ 275</u>	<u>\$</u>	<u>\$ 1,925</u>
	<u>Pull Box 1324</u>	<u>7</u>	<u>\$ 300</u>	<u>\$</u>	<u>\$ 2,100</u>
	<u>11" Steel Pole</u>	<u>1</u>	<u>\$ 3,100</u>	<u>\$</u>	<u>\$ 3,100</u>
	<u>Misc Hdw</u>	<u>Lot</u>	<u>\$ Lot</u>	<u>\$</u>	<u>\$ 2,800</u>
(b)	Materials Handling Cost [sec. 645.117(e)(4)]			<u>\$</u>	<u>\$ 2,400</u>
TOTAL MATERIALS COST				<u>\$</u>	<u>\$ 14,325</u>

(5) R/W Clearing and Trimming \$ 0.0

## (6) Equipment [Section 645.117(f), 23 CFR 645A]

☐ Equipment Rate Sheet (DOT 506) is attached

<u>Type &amp; Size</u>	<u>Hours</u>	<u>Rate</u>	<u>Temporary</u>	<u>Permanent</u>
Equipment Rates included above		\$	\$	\$ 0.0
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Salvage Removal				\$ 0.0
Total Equipment Costs			\$ 0.0	\$ 0.0
TOTAL CONSTRUCTION COST				\$ 75,827

VIII. TOTAL COST OF PROPOSED RELOCATION  
(Total of Items V through VII)

\$ 75,827.00

## IX. DETAIL OF ACCRUED DEPRECIATION AND SALVAGE CREDITS

A. Accrued Depreciation (Expired Service Life)  
[Section 645.117(h), 23 CFR 645A]

- (1) ☒ Accrued Depreciation is not allowed in this estimate.
- (2) ☐ Accrued Depreciation is allowed in this estimate. Circle the appropriate item: Building, Pumping Station, Filtration Plant Power Plant, Substation, or any other similar operational unit. Attach sheet using formula for appropriate credit.

## B. Salvage – [Section 645.117(e), 23 CFR 645A]

- (1) ☒ Salvage is not allowed in this estimate because:  
Material is obsolete
- (2) ☐ Salvage from temporary material is not allowed because:  
 \_\_\_\_\_
- (3) ☐ Salvage is allowed in this estimate.
- (4) ☐ Salvage from temporary material is allowed.

The Department and the FHWA shall have the right to inspect recovered materials prior to disposal by sale or scrap. This requirement will be satisfied by the Company giving two weeks written notice to the Department or oral notice followed by written confirmation of the time and place the materials will be available for inspection. This notice is the responsibility of the Company and it may be held accountable for full value of materials disposed of without notice. If recovered materials are not useable they shall be disposed of as outlined in Section 645.117(e), 23 CFR 645A.



## IX. SALVAGE CREDITS (CONTINUED)

B.	<u>Kind, Size &amp; Type</u>	<u>Unit Value</u>	<u>Temporary</u>	<u>Permanent</u>
	N/A	\$	\$	\$ 0.0
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
	Salvage Credit	\$	\$	\$
Total Accrued Depreciation and Salvage Credit (-)				\$ 0.0

## X. TOTAL COST OF RELOCATION LESS CREDITS FOR ACCRUED DEPRECIATION

AND SALVAGE VALUE (Item VIII less Item IX) \$ 0.0

## XI. BETTERMENT CREDIT [Section 645.117(h), 23 CFR 645A]

- ☒ Betterment credit is not allowed in this estimate since there is to be no functional increase in size in the replaced facility unless caused by the proposed roadway construction.
- ☐ Betterment credit is allowed in this estimate as shown in the following comparison.

Location of Betterment: \_\_\_\_\_  
(Station or Street)

A. (1) Cost to Install Proposed Facilities for Increased Capacity  
(When Utility desires to better it's adjusted or relocated facility).

P.E. Charges	\$ 0.0
Labor	\$ 0.0
Materials	\$ 0.0
Equipment	\$ 0.0
Excess R/W Cost	\$ 0.0
Salvage Removal Cost	\$ 0.0
Total	\$ 0.0

- XI. A (2) Cost to Install Facilities to Produce Present Capacity (Adjustment or relocation of facility without increase of functional capacity).

P.E. Charges	\$ 0.0
Labor	\$ 61,502
Materials	\$ 14,325
Equipment	\$ 0.0
Required R/W Cost	\$ 0.0
Salvage Removal Cost	\$ 0.0
Right of Way Clearing and Trimming	\$ 0.0
Total	\$ 75,827
Total Betterment Credit (1-2)	(-) \$ 0.0

- XII. TOTAL ESTIMATED COST OF REIMBURSABLE ADJUSTMENTS  
(Item X less Item XI) \$ 75,827

- XIII. PROPORTIONATE SHARE (See Summary Sheet for Proportions).

- ☒ The Department will bear 100 percent of the cost of the adjustments.
- ☐ The Company will participate in the cost of adjustments due to betterments.

## SUMMARY OF COSTS

	<u>ITEMS</u>	<u>TEMPORARY</u>	<u>PERMANENT</u>	<u>TOTAL</u>
V.	PRELIMINARY ENGINEERING COST			\$ <u>0</u>
VI.	RIGHT OF WAY ACQUISITION COST			\$ <u>0</u>
VII.	CONSTRUCTION COST	\$ _____	\$ <u>75,827</u>	\$ <u>75,827</u>
VIII.	TOTAL COST OF PROPOSED RELOCATION			\$ <u>75,827</u>
IX.	ACCRUED DEPRECIATION AND SALVAGE CREDITS			
	(a) Accrued Depreciation			\$ _____
	(b) Salvage	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
	TOTAL ACCRUED DEPRECIATION AND SALVAGE		(-) \$ <u>0</u>	
X.	TOTAL COST OF RELOCATION LESS CREDITS FOR ACCRUED DEPRECIATION AND SALVAGE (Item VIII less Item IX)			\$ <u>75,827</u>
XI.	BETTERMENT CREDIT		(-) \$ <u>0</u>	
XII.	TOTAL ESTIMATED COST OF REIMBURSABLE ADJUSTMENTS (Item X less Item XI)			\$ <u>75,827</u>
XIII.	The total cost of the work proposed (less applicable credits for accrued depreciation and salvage value) is estimated to be	\$ <u>75,827</u>		

\_\_\_\_\_ (Item X).

The total cost of reimbursable adjustments (actual non-betterment work, less applicable credits for accrued depreciation and salvage value) is to be \$ 75,827

\_\_\_\_\_ (Item XII).

It is agreed that the share of costs to be borne by the Company is \$ 0 ,

or 0 Percent, and the share of costs to be borne by the

Department is \$ 75,827 , or 100 Percent.

CERTIFICATE OF ELIGIBILITY  
FOR UTILITY REIMBURSEMENT

GEORGIA  
PROJECT: CSSTP-0007-00(072)

G.D.O.T. P.I.#: 0007072

COUNTY: FULTON

Location of facility by Highway Station, Crossroad, Street, Etc.	Date existing facility was installed by utility owner	Show whether existing facilities were installed on private property by deed or easement, or on roads and streets by permit, franchise, etc. Show dates of deeds, easements, permits, franchises, etc.	Remarks	*Case Number of reimbursement or eligibility (see Chapter 4 of Utilities Manual)
		CRC Pole Safety Project on GDOT right of way.		Case II

(Attach additional sheets as required)

This is to certify that the utility facilities as presently existing and as to be adjusted Or relocated and as shown on the plans and estimate of cost supporting the Force Account Agreement for which reimbursement is to be claimed, are owned, operated and maintained by

The facts concerning location of utility facilities, dates of installations and records of the company showing its property interests will be made available for inspection by representatives of the Department at the Office of the Company. It is further certified that the facilities shown as located on private property are correctly shown; that the facilities as located on streets and roads or other public property are correctly shown; further, that the above information as to title records, permits and franchise rights are correctly shown.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE OF COMPANY

The facilities noted above have been reviewed in the field with a representative of the Utility Owner. This is to certify that the facilities noted above and shown on the plans to be on streets and roads or other public property are correct, and the facilities shown to be on private property are correct; further, that the cost of adjustment as covered by the attached estimate is eligible for reimbursement by the Department under the above noted case(s), as described in Chapter 4 of the Utilities Manual.

\*Classification to be made by the field representative.

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
DISTRICT ENGINEER

GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT

USE THIS DETAIL  
SHEET FOR POLES

26  
33  
47  
48  
60  
63  
69  
80  
82  
85  
86  
87  
88  
89  
90  
91  
92  
93  
94  
95  
101  
102  
117  
118  
121

PEACHTREE RD.



TRANSFER (ATTACH) CITY OF ATLANTA  
INTERCONNECT AND LOOP LEAD-IN CABLES  
TO NEW GEORGIA POWER CO. WOOD POLES

WRIGHT BROWN ELECTRIC CO. INC.  
1111 HANK AARON DR.  
ATLANTA, GA. 30303

DETAIL SHEET FOR  
TRANSFER OF INTERCONNECT & LOOP LEAD-IN  
CABLES TO NEW GEORGIA POWER CO WOOD POLES

**GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT**

**USE THIS DETAIL  
SHEET FOR POLES**

**88 THRU 92  
242 THRU 245**



**INSTALL NEW FIBER OPTIC INTERCONNECT  
CABLE ON NEW GEORGIA POWER CO. WOOD  
POLES (APPROXIMATELY 500'). SPLICE TO  
EXISTING CABLE IN AERIAL SPLICE ENCLOSURE**



**ROSWELL RD.**

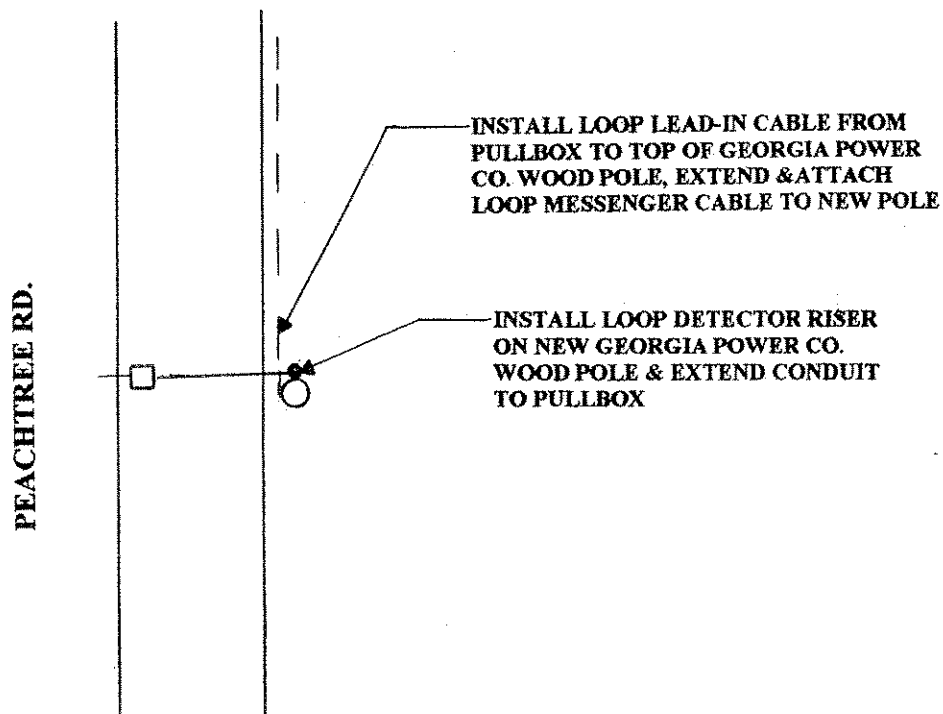
**WRIGHT BROWN ELECTRIC CO. INC.  
1111 HANK AARON DR.  
ATLANTA, GA. 30303**

**DETAIL SHEET FOR  
INSTALLATION (REPLACEMENT) OF FIBER OPTIC  
INTERCONNECT CABLE ON NEW GEORGIA POWER  
CO. WOOD POLES**

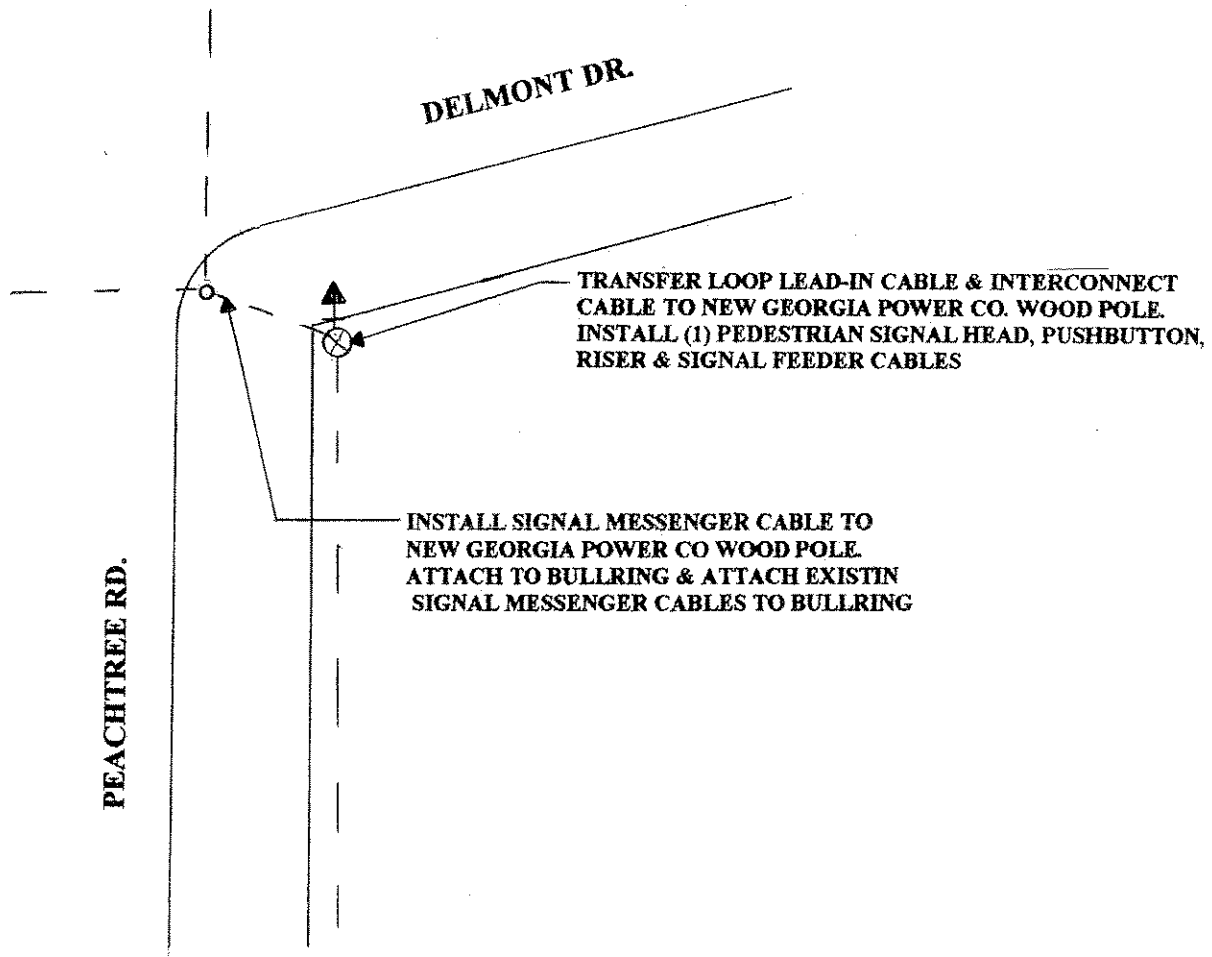
**GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT**

**USE THIS DETAIL  
SHEET FOR POLES**

64  
81  
104  
122  
124  
225



**GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT**





GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT



DUE TO POSSIBLE CHANGES TO IN THE PLANS,  
INSTALLATION OF A NEW ANCHOR BASE STEEL  
STRAIN POLE MAY BE REQUIRED ON THE N. W. CORNER

E. ANDREWS DR.

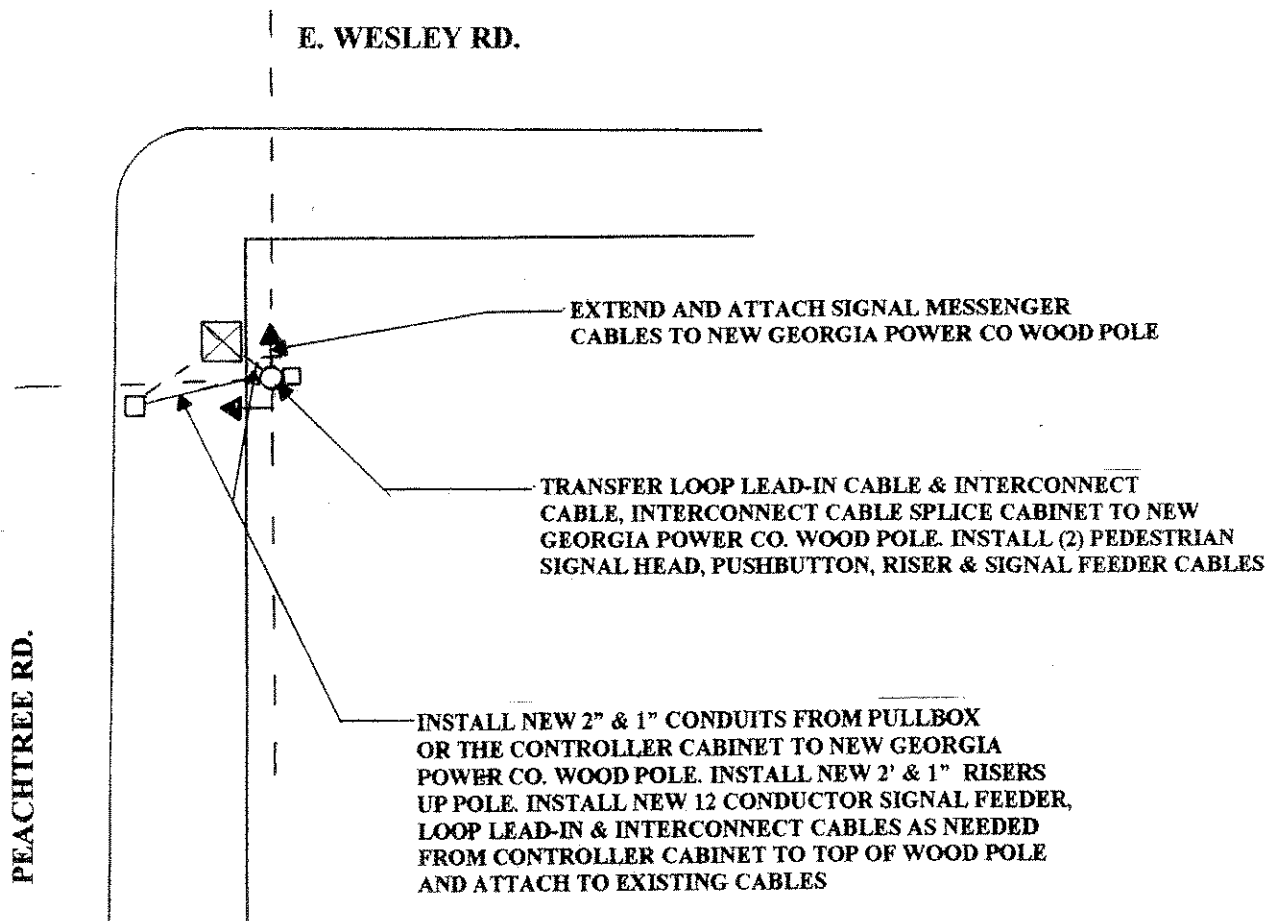
DRIVEWAY

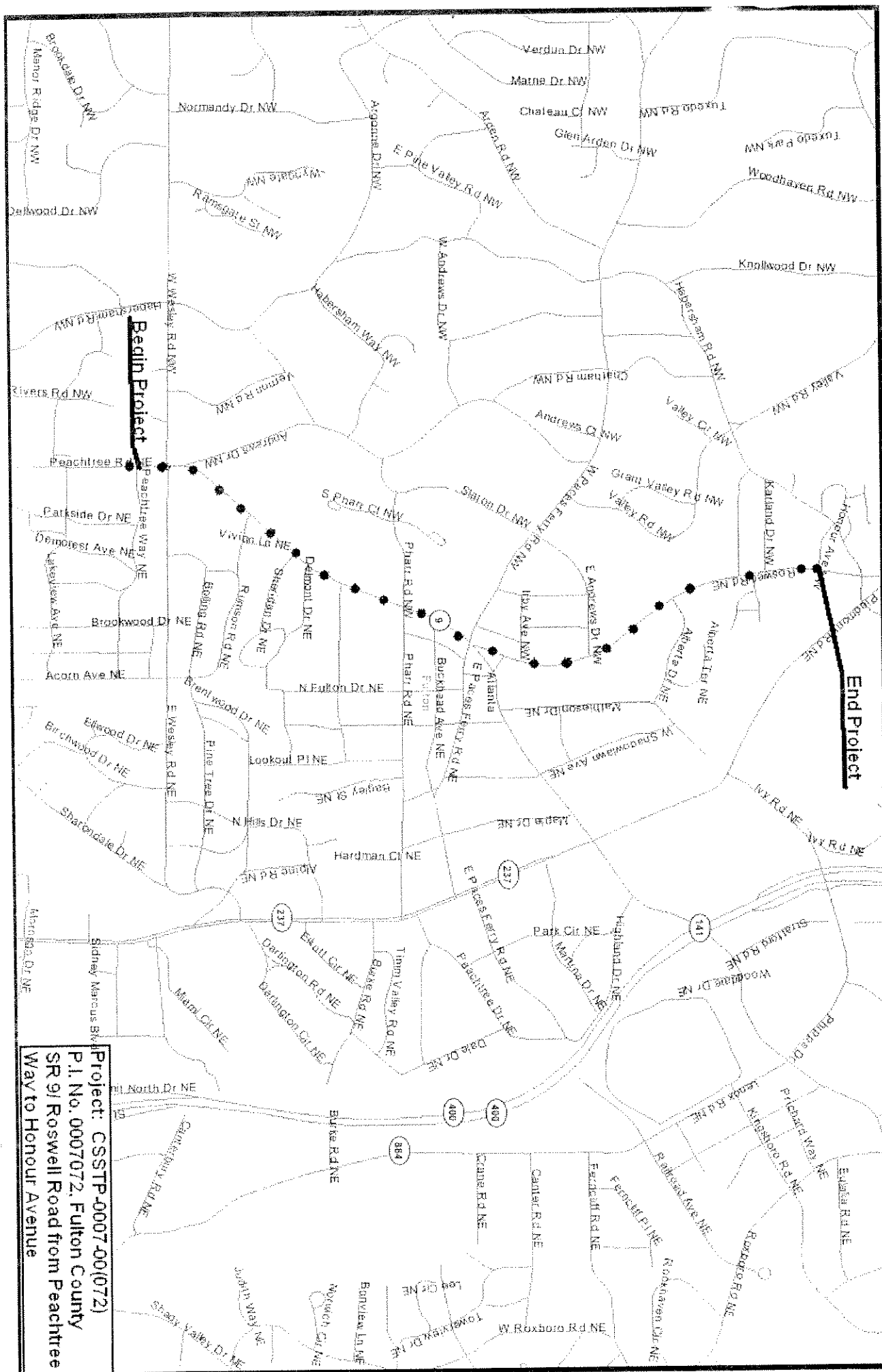
ROSWELL RD.

TRANSFER LOOP LEAD-IN CABLE TO NEW  
GEORGIA POWER CO. WOOD POLE. INSTALL  
(1) PEDESTRIAN SIGNAL HEAD, PUSHBUTTON,  
(2) RISER & SIGNAL FEEDER CABLES

INSTALL SIGNAL MESSENGER CABLE TO  
NEW GEORGIA POWER CO WOOD POLE.  
ATTACH TO BULLRING & ATTACH EXISTIN  
SIGNAL MESSENGER CABLES TO BULLRING

GEORGIA POWER CO  
PEACHTREE/ROSWELL CLEAR ROADSIDE PROJECT





TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: Soraya Belgrave

Contact Number: (404) 330-6002

Originating Department: Public Works

Committee(s) of Purview: City Utilities

Chief of Staff Deadline: July 16, 2008

Anticipated Committee Meeting Date(s): July 29, 2008

Anticipated Full Council Date: August 18, 2008

Legislative Counsel's Signature: Saul Schultz

Commissioner Signature: [Signature]

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A LUMP SUM UTILITY AGREEMENT BETWEEN THE CITY OF ATLANTA AND THE GEORGIA DEPARTMENT OF TRANSPORTATION FOR THE REMOVAL AND RELOCATION OF FACILITIES IN CONFLICT WITH HIGHWAY CONSTRUCTION FOR PROJECT #CSSTP-0007-00(072), CLEAR SAFETY ZONE PROJECT, IN AN AMOUNT NOT TO EXCEED SEVENTY FIVE THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS (\$75,82700) WITH ALL CONTRACTED WORK BEING CHARGED TO AND PAID FROM FUND DEPARTMENT AND ACCOUNT NUMBER: 2501 (INTERGOVERNMENTAL FUND) 130304 (DPW TRAFFIC SIGNALS) 210296 (CLEAR ZONE SAFETY PROJECT) AND PATEO FUNDING SOURCE: 13210296/1\*\*/ 2501\*\*\*\*/5\*\*\*\*\*/COA; AND FOR OTHER PURPOSES.

Mayor's Staff Only

Received by CPO: \_\_\_\_\_ Received by LC from CPO: \_\_\_\_\_  
(date) (date)

Received by Mayor's Office: 7-17-08 Reviewed by: [Signature]  
(date) (date)

Submitted to Council: \_\_\_\_\_